COMMERCE AND INDUSTRIES SECRETARIAT

NOTIFICATION

Bangalore, dated 16th August 1974

S.O. 2572—

In pursuance of sub-section (1) of Section 5 of the Mines and Minerals (Regulation and Development) Act, 1957, the Government of Karnataka hereby sanctions a M.L. in favour of Shri M. B. Jhaveri for a period of 20 (twenty) years for Fire clay, China clay, Quartz and Ochre over an area of 10 acres (4.05 hectares) of land in Byrasettihalli village, Nelamangala taluk, Bangalore, as per sketch furnished by the Director of Mines and Geology, Bangalore.

The grant of the above said Mining lease is subject to terms and conditions furnished below.

Terms and Conditions

(a) Miniing Lease should be in respect of Fire clay, China clay, Quartz and Ochre only. If other Minerals are found in association with Fire clay, China clay, Quartz and Ochre they should be brought to the notice of Government and if lessee desires to mine these minerals along with Fire clay, China clay, Quartz and Ochere, he/they should do so only after the consent of Government is obtained writing ;

(b) Royalty at the rates prescribed in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957, or the dead rent at the following rate in respect of each mineral per hectare per annum,

whichever is greater, shall be charged provided that dead rent shall not be payable for the first year of the lease;

1st year of the lease	..	Nil
2nd to 5th year of the lease	..	Rs. 12.50
6th to 10th year of the lease	..	Rs. 25.00
11th year and onwards of the lease.		Rs. 37.50

(c) Surface rent at the rate of Rs. 2.50 per hectare per annum on the actual area used by the lessee for mining purposes shall be charged;

(d) If beryl or any other "Substance Prescribed" under Section 3 of the Atomic Energy Act, No. XXIX of 1948 is found to occur in the Property under the lease, the lessee shall make available such mineral to the Government of India;

(e) The lease shall be subject to the provisions of Rules in Chapter IV of the Mineral Concession Rules, 1960;

(f) The lease shall also be subject to the rules issued undre Section 18 of the Mines and Minerals (Regulation and Development) Act, 1957;

(g) The lessee shall pay to the Director of Mines and Geology in Karnataka, Bangalore, necessary security deposit for due observance of the terms and conditions of the lease in accordance with Rules 32 of the Mineral Concession Rules, 1960, before the lease is issued to him;

(h) The lessee shall submit confidentially from time to time or when required, progress reports to the Director of Mines and Geology along with analysis and representative samples of the ores collecetd during the mining operations;

(i) The lessee shall be governed by allconditions that may be incorporated in the lease deed to be executed;

(j) The lessee shall abide by the Rules contained in the Mysore State Forest Manual, if the leased area covers any forest land;

(k) The total area held by the lessee under Mining Leases including the present shall not exceed 25.9 Sq. Kilometers;

(l) Government shall have the right of purchasing the ore at current market rates;

(m) The lease would be determined if the lessed fails to commence effective mining operations within one year from the date of execution of lease deed;

(n) The area mentioned above is subject to verification after actual survey;

(o) Local and other cesses as prevalent in Bangalore District.

[No. CI 135 EMO 74].

By Order and in the name of the Governor of Karnataka,

RAMANJANEYA,
Under Secretary to Government,
Commerce and Industries Department.

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GOVERNMENT OF KARNATAKA

SOCIAL WELFARE & LABOUR SECRETARIAT

Labour Dispute :—Industrial Dispute between the workmen and the management of Malnad Match Works, Shanthigrama, Hassan District.

Award of the Presiding Officer, Labour Court, Mangalore, published.

Read the following papers :

(1) Letter No. A/ID. 52/74-75, dated 8th October 1974 from Sri H. S. Venkatasubbaiah, Presiding Officer, Labour Court, Mangalore.

BEFORE THE LABOUR COURT AT MANGALORE

Dated 7th October 1974.

Reference (ID) (LCM) No. 52 of 1972 (7/72)

Present:

H. S. Venkatasubbaiah, B.A., LL.B.,
Presiding Officer

Between :—

First Party :—The Workmen, represented by the General Secretary, Saw Mills and Match Industries Employees Union, Hassan

and

Second Party :—The Management of Malnad Match Works, Shanthigrama, Hassan District.

AWARD

The Government of Karnataka being of the opinion that an Industrial dispute exists between the workmen and the management of Malnad Match Works Shantigrama Hassan District had referred the same for adjudication to the Labour Court at Hassan by their Order No. FCL 147 (8) LLD 71 dated 29th May, 1972 under Section 10 (1) (c) of the Industrial Disputes Act, 1947. The case was received on transfer in this court as per Government Orders No. FCL 162 (2) LLE 72 dated 26th August 1972.

The points of dispute as specified in the order of reference are the following:—

"Is the management of Malnad Match Works, Shantigrama, Hassan District, justified in terminating the services of Sri K. M. Raghava with effect from 27th June 1971?

If not, to what relief is the said workman entitled to?

2. The claim of the first party workman, Sri. K. M. Raghava, is that he was an employee engaged in the service of Malnad Match Works Shantigrama Hassan Taluk since August 1964 and has served continuosly for eight years and that he has been terminated from the service of the Malnad Match Works by its management on 27th June 1971 without following the procedures required under Section 25A to 25J of I. D. Act, 1947 and that the termination of service of the first party by the second party is illegal and arbitrary. He prayed for re-instatement with back wages and continuety of service.

3. On the other hand the contention of the se ond party was that the first party was only a worker on piece work basis with the second party as and when his services were so required and that the second party is registered as 'D' class factory and not subject to either the Factory Act or the Industrial Disputes Act and therefore this court has no jurisdiction over the matter in dispute. Further it is the contention of the second party that the first party had received his wages as and when he worked with the second party that he was doing work with other persons as Carpenter such as Government High School, Shantigrama and other such persons on the same piece basis and that the first party is not entitled to any relief from the second party since no payment is due to the first party. It is prayed that the reference be rejected with costs.

4. On the pleadings, the necessary additional issues were framed. On behalf of the first party J. Rangaswamy and Poochanna have been examined as W. W. 1 and W. W. 2 respectively.

5. On 5th October 1972 when the case was called at Hassan camp, both the parties filed compromise petition and admitted to have executed the same. As per the terms of the compromise petition, the second party has agreed to pay a sum of Rs. 550 to the first party in full and final satisfaction of all his claims in this reference as well as in Application No. 120/1972 on the file of this court, within one month and the first party accepted the same. The first party workman withdraw the claim for rein statement with back wages. The compromise appears to be reasonable and fair and I see no reason to disallow the same. Hence the same is accepted.

6. In the result, I pass an Award in terms of the compromise petition filed by the parties. The compromise petition shall form part of the Award. No costs.

H. S. VENKATASUBBAIAH,
Presiding Officer,
Labour Court, Mangalore.

Mangalore,
Date : 7-10-1974.

ANNEXURE

In the Court of the Presiding Officer, Labour Court, Mangalore.

Reference No. 52/72

I Party Workman		*II Party*
Raghava	*Vs*	B. T. Lakshmaiah.

Compromise Petition filed by the Parties

Both the parties have agreed that a sum of Rs. 550 is to be paid to I Party workman by the II Party in full satisfaction of the claim in this reference as well as in A. 120/72 on the file of this court and the I party accepts the same within one month. I Party has no further claim against the II Party. I Party does not press for reinstatement or back wages.

Wherefore, both the parties pray that an award may kindly be passed accordingly.

Hassan
5-10-1974.

(Sd.) K. M. Raghava
I party.

(Sd.)
For I Party

(Sd.) B.T. Laxmaiah
II party.

Execution admitted beforeme

H. S. VENKATASUBBAIAH,
Presiding Officer,
5-10-1974.

ORDER

Bangalore, dated 5th November 1974.

S. O. 2573.—WHEREAS by State Government Order No. FCL 1428 LLD 71,dated 29th May 1972, the Industrial Dispute between the workmen and the management of Malnad Match Works. Shanthigrama, Hassan District was referred to the Labour Court, Mangalore for adjudication.

AND, WHEREAS the Labour Court, Mangalore has submitted to the State Government its Award in respect of the said Industrial Dispute.

NOW, THEREFORE, in exercise of the powers conferred by section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Karnataka are pleased to direct the publication of the said award as above, in the *Karnataka Gazette*.

[No. SWL 222 LLA 74.]

By Order and in the name of the Governor of Karnataka,

K. MYLARAPPA,
Under Secretary to Government,
Social Welfare and Labour Department.

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